

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

PATRICIA REED-LEWIS,

Plaintiff,

v.

THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA,

Defendant.

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Case No. 5:19-cv-00314

COMPLAINT

Plaintiff, Patricia Reed-Lewis (“Patricia”), through undersigned counsel, for her Complaint against The Prudential Insurance Company of America (“Prudential”), alleges as follows:

PARTIES

1. Patricia maintains a primary residence, is domiciled in Bexar County, Texas, and is a citizen of the State of Texas within the meaning and intent of 28 U.S.C. § 1332.

2. Prudential is a corporation organized under the laws of the state of New Jersey, with its principal place of business in the state of New Jersey. Prudential is a citizen of the State of New Jersey within the meaning and intent of 28 U.S.C. § 1332. No service is necessary at this time, as Plaintiff is providing a copy of this Complaint to Prudential, along with a request that it waive the issuance and service of summons.

JURISDICTION AND VENUE

3. This Court has federal question jurisdiction over this case pursuant to 28 U.S.C. § 1331 because it concerns entitlement to benefits under a group policy of life insurance, which constitute plan documents of an “employee welfare benefit plan” that is governed by the Employee Retirement Income Security Act of 1974 (“ERISA”), 29 U.S.C. § 1001, *et seq.*

4. Venue is proper in the United States District Court, Western District of Texas, San Antonio Division, as a material part of the events giving rise to this claim -- the death of the Insured -- occurred in this district.

FACTUAL BACKGROUND

5. At all times pertinent hereto, Plaintiff was the spouse of Aaron Lewis (the “Insured”).

6. The Insured was employed by Wal-Mart.

7. The Insured was covered under a group life insurance plan (the “Plan”) issued by Prudential to the Insured’s employer.

8. On information and belief, the Insured was covered under basic, optional, and/or supplemental life insurance through the Plan.

9. On information and belief, Plaintiff was listed as primary beneficiary of the Insured’s Plan benefits prior to the Insured’s death.

10. On information and belief, Plaintiff was removed as beneficiary of the Insured’s Plan benefits shortly before his death while the Insured was not in his right state of mind.

11. On information and belief, Plaintiff contends she was removed without her knowledge or consent, although community income was used to pay the insurance premiums.

12. The Insured died shortly thereafter on February 23, 2019.

CAUSE OF ACTION

13. Plaintiff incorporates the allegations contained in Paragraphs 1-12 as if fully restated herein.

14. Plaintiff has reason to believe that the Insured was not in his right state of mind when he changed the beneficiary so as to leave his spouse and three minor children destitute.

15. Plaintiff is entitled to a declaratory judgment invalidating the improper beneficiary change.

16. Alternatively, Plaintiff is entitled to a constructive trust over half of the proceeds payable under the Plan due to the use of Plaintiff's community income to pay the premiums.

17. Alternatively, Prudential is subject to multiple claims as to who is the proper beneficiary of the Insured's death benefit and, due to the potential multiple liability of Prudential, Plaintiff would consent to conversion of the case to an interpleader matter in which the competing claimants may litigate these issues amongst themselves.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, Patricia Reed-Lewis, prays for a judgment of this Court in her favor on the Complaint, costs, interest, and any other relief deemed just and proper.

DATED this 27th day of March, 2019.

Respectfully submitted,

/s/ Michael J. Hoover

Michael J. Hoover

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